

U.S. COURTS

00 DEC 26 PM 3:12

REC'D _____ FILED _____
CAMERON S. BURKE.
CLERK, IDAHO

Idaho		Proof of Claim	
In re (Name of Debtor) Joey James		Case Number 00-21327	
Note: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" of payment of an administrative expense may be filed pursuant to 11 U.S.C. 503.			
Name of Creditor (The person or entity to whom the debtor owes money or property) Chase Manhattan Mortgage Corporation		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
Name and Address Where Notices Should be Sent Chase Manhattan Mortgage Corporation 250 West Huron Road Cleveland, Ohio 44113 Attn: Michael Loisele		<input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case.	
Telephone No. 800-628-2161 x 6047		<input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
Account or Other Number by Which Creditor Identifies Debtor: 00001101326807		Check here if this claim: <input type="checkbox"/> replaces a previously filed claim, dated: _____ <input type="checkbox"/> amends	
1. BASIS FOR CLAIM:			
<input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input checked="" type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other (Describe briefly)		<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. 1114(a) <input type="checkbox"/> Wages, salaries, and compensations (Fill out below) Your social security number _____ Unpaid compensations for services performed from _____ to _____ (date) (date)	
2. DATE DEBT WAS INCURRED: 12-2-99		3. IF COURT JUDGMENT, DATE OBTAINED	
4. CLASSIFICATION OF CLAIM. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured priority, (3) Secured. It is possible for part of a claim to be in one category and part in another. CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM.			
<input checked="" type="checkbox"/> SECURED CLAIM \$ 32,309.33 @ 10.5% Attach evidence of perfection of security interest CONTRACT RATE Brief Description of Collateral: <input type="checkbox"/> Real Estate <input checked="" type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other (Describe briefly)		<input type="checkbox"/> UNSECURED PRIORITY CLAIM \$ Specify the priority of the claim. <input type="checkbox"/> Wages, salaries, or commissions (up to \$2000), earned not more than 90 days before the filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. 507(a)(3) <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. 507(a)(4) <input type="checkbox"/> Up to \$900 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. 507(a)(6) <input type="checkbox"/> Taxes or penalties of government units - 11 U.S.C. 507(a)(7) <input type="checkbox"/> Other - 11 U.S.C. 507(a)(2), (a)(5) - (Describe briefly)	
Amount of arrearage and other charges included in the secured claim above if any \$601.58 for 10-1-00 through 11-1-00 @ 10.5%			
<input type="checkbox"/> UNSECURED NONPRIORITY CLAIM \$ A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.			
5. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED: (Unsecured) \$ 32,309.33 (Secured) (Priority)		\$ 32,309.33 (Total)	
<input type="checkbox"/> Check this box if claim includes prepetition charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.			
6. CREDITS AND SETOFFS. The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.			
7. SUPPORTING DOCUMENTS: Attach copies of supporting documents, such as promissory notes, purchase orders, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.			
8. TIME-STAMPED COPY: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.			
Date 11-28-00	Sign and print the name and title, if any, of the creditor or other person authorized to file the claim. Attach copy of power of attorney, if any. <i>Michael Loisele</i> Michael Loisele Bankruptcy Coordinator		

THIS SPACE IS FOR
COURT USE ONLY

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THE ATTACHED IDAHO CERTIFICATE OF TITLE IS THE LEGAL OWNERSHIP DOCUMENT FOR YOUR VEHICLE OR VESSEL. DO NOT CARRY IT IN YOUR VEHICLE OR VESSEL. KEEP IT IN A SECURE PLACE. UPON SALE OR TRANSFER OF THIS VEHICLE OR VESSEL, THE NEW OWNER MUST APPLY FOR TITLE WITHIN 30 DAYS TO AVOID A \$20.00 PENALTY.

CHASE MANHATTAN BANK USA NA
C/O CHASE MANHATTAN MORTGAGE
8934 BRECKSVILLE RD STE 494
BRECKSVILLE OH 44141

DETACH HERE

0001838253 DVS01182

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IDAHO											
CERTIFICATE OF TITLE											
VEHICLE IDENTIFICATION NUMBER 16960353642A				YEAR 1995		MAKE CHAM		MODEL HS		DESCRIPTION MFRD HM	
VEHICLE IDENTIFICATION NUMBER 16960353642B				CURRENT READING EXEMPT		DATE					
TITLE NUMBER B95957861		EXPIRATION DATE 06/19/2000		WEIGHT		LENGTH		WIDTH		HULL HORSEPOWER PROPULSION	
OWNER'S NAME AND ADDRESS JAMES, JOEY L 3270 LENNVILLE RD MOSCOW, ID 83843						OTHER PLATING DATA					
Assignment of Title Federal and state law requires that you state the mileage in connection with the transfer of ownership. Failure to do so may result in fines and/or imprisonment.											
1. DOOMER READING: Reading is actual odometer reading. DATE: 06/19/2000				2. PURCHASER'S PRINTED NAME(S)							
3. SELLER'S REPRESENTATIVE'S PRINTED NAME(S)				4. PURCHASER'S REPRESENTATIVE'S SIGNATURE							
5. SELLER'S SIGNATURE				6. PURCHASER'S SIGNATURE							
7. CITY				8. STATE				9. ZIP			
10. SIGNATURE RELEASING LIEN				11. NEW LIENHOLDER'S NAME				12. ADDRESS			
13. CITY				14. STATE				15. ZIP			

\$2.00 Fee		NOTICE OF RELEASE OF LIABILITY		\$2.00 Fee	
PLEASE PRINT CLEARLY		ALL INFORMATION MUST BE COMPLETE		NOTIFICATION BY SELLER IS MANDATORY	
Vehicle Identification Number (VIN): 16960353642A		Year: 1995		Title Number: B95957861	
Seller's Full Name:		State: CHAM		Model: HS	
Address:		City:		Zip:	
Purchaser's Full Name:		Date Vehicle Delivered to Purchaser:			
Address:		City:		Zip:	

For each request that the Idaho Transportation Department receives, a fee of \$2.00 will be assessed. This fee is in addition to the \$2.00 fee for the title certificate. If you are requesting a title certificate, you must also pay the \$2.00 fee for the title certificate. If you are not requesting a title certificate, you must still pay the \$2.00 fee for the title certificate. If you are requesting a title certificate, you must also pay the \$2.00 fee for the title certificate. If you are not requesting a title certificate, you must still pay the \$2.00 fee for the title certificate.

— SEE REVERSE SIDE FOR MAILING/PAYMENT INSTRUCTIONS —

Here is a breakdown of the terms of my obligation (the Finance Charge, the Total of Payments, and the Payment Schedule will change if all payments are not made on the scheduled due dates):

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost me.	Amount Financed The amount of credit provided to me or on my behalf.	Total of Payments The amount I will have paid after I have made all payments as scheduled
11.10 %	\$59,766.35	\$30,470.65	\$90,237.00

My payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
One Payment of	\$	
100 Payments of	\$300.79	Monthly, beginning <u>DEC. 10, 1999</u> <u>JAN. 5, 2000</u>
One Final Payment of	\$	

Security: I am giving you a security interest in

1. Manufactured Home Described Below

Location of Manufactured Home, if other than Borrower's above address

4325 Lenville

Moscow

ID 83843

(Number Street)

(City)

(State)

(Zip)

New

Pre-owned

Manufacturer's Name Champion

16960353642A/B

Year of Unit 1996

Manufacturer's Serial Number

Model Name Park River

Model Number

Unit

Length 40

Width 28

Color

Description

Item(s) Included

(X)	Item(s)	Serial Number	(X)	Item(s)	Serial Number
	Air Conditioning			Furniture	
X	Dishwasher		X	Skirting	
X	Refrigerator			Awning(s)	
X	Range				
X	Washer				
X	Dryer				

☐

2. The Real Estate where the manufactured home is or will be placed (Applicable Only If Checked)

Location/Description of Real Estate

Lien Filing Fees: \$8.00

Prepayment: If I pay off early, I will not have to pay a penalty.

Assumption: Someone buying my home will not be allowed to assume the remainder of this Note and Security Agreement on its original terms.

See other Note provisions for additional information about nonpayment, default, and required repayment in full before the scheduled due date

e means estimate

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Borrower's Initials _____ Co-Borrower's Initials

ITEMIZATION OF AMOUNT FINANCED

\$		(1)	Amount given to me directly	
	\$8.00			
\$		(2)	Lien Filing Fees paid to Public Officials	
	\$30,462.65		Washington Mutual Savings Bank **	
\$		(3)	Amount Paid to:	**
	\$0.00			
\$		(4)	Amount Paid to:	**
	\$0.00			
\$		(5)	Amount Paid to:	**
	\$0.00			
\$		(6)	Amount Paid to:	**
	\$0.00			
\$		(7)	Amount Paid to:	**
	\$0.00			
\$		(8)	Amount Paid to:	**
\$		(9)	Amount Paid to:	**
\$		(10)	Amount Paid to:	**
	\$1,374.41			
\$		(11)	Prepaid Finance Charge(s) (Being Financed)	
	\$31,857.06			
\$		(12)	Principal Amount of Loan (Add Line 1 through Line 11)	
	\$1,374.41			
\$		(13)	Total Prepaid Finance Charges (Line 11 Plus any Finance Charge Paid in Cash)	
			Line 13 is the sum of:	
			\$1,374.41 paid to Chase for Loan fee	
			\$12.00 paid to Chase for Flood fee	
			\$0.00 paid to for	
\$	\$30,470.65	(14)	Amount Financed (Subtract Line 13 from Line 12)	

** You (or, if applicable, the retailer or broker) may retain, or receive, a portion of these amounts.

PROPERTY INSURANCE

I understand that I must obtain property insurance covering physical damage to and loss of the Collateral. I will choose an insurance company acceptable to you. You will not unreasonably withhold approval of the insurance company I choose.

ADDITIONAL PROVISIONS

- PREPAYMENT: I CAN PREPAY THIS DEBT IN FULL OR IN PART AT ANY TIME WITHOUT PENALTY.** Accrued charges to date of prepayment must be paid at the time of prepayment.
- Default and Right to Cure:** Subject to any limitations and requirements of applicable law, you will consider me in default of my loan if I or any Co-Borrower or Guarantor: (1) do not make a payment I owe you on time; or (2) break a promise under this Note or other agreement with you; or (3) made any false or misleading statement on my application; or (4) become insolvent; or (5) dies; or (6) gave you Collateral which decreases in value other than as a result of normal wear and tear; or (7) you are not registered as a first lienholder on any certificate or document of title to the Collateral.

In addition to any other requirements of applicable law, if I am in default, you will provide me with a notice giving me thirty (30) days after the notice is sent within which to cure my default. I am not entitled to such notice of default more than twice in any one-year period or if the Collateral is abandoned. If I do not cure my default during the (30) day cure period following the notice, or if I have already received two (2) notices of default in the one-year period preceding the current default or have abandoned the Collateral, you may at your sole option require immediate payment of the entire unpaid balance due hereunder, together with accrued charges, and proceed to exercise all of your rights and remedies under this Note and Security Agreement and applicable law. Subject to the notice of right to cure provisions set forth above, you also may require immediate payment of my loan if anything else happens that you feel endangers any Collateral or the ability of any Co-Borrower, Guarantor or me to pay. If you excuse any default, that will not excuse other defaults or the same default occurring again at a later time.

3. **Collection Costs:** If and to the extent allowed by law, I will pay: a) any court costs if you take collection action, and b) if you use an attorney who is not your salaried employee, your reasonable attorney's fee.
4. **Delay in Enforcement:** You may waive or delay enforcing any of your rights without losing them. You may waive or delay enforcing a right as to one of us without waiving it as to another. You may release any security or any Borrower from responsibility under this Note without releasing others. You need not give anyone notice of your waiver, delay or release. You may sue the Borrower without suing anyone else.
5. **Returned Check Charge:** If permitted by law, I agree to pay you the lesser of \$10.00 or the maximum amount allowed, for each loan payment check which is returned to you unpaid.
6. **Law that Applies:** This Note is governed by Delaware and applicable federal law. I understand that the Federal Truth-in-Lending Act and Regulation Z apply only to loans of \$25,000 or less, unless the loan is secured by a principal residence or real property.
7. **Credit Reporting:** You may obtain consumer credit reports periodically from one or more consumer reporting agencies (credit bureaus) in connection with my application and any update, renewal, refinancing, modification or extension of this Note. You or any affiliate of yours may obtain one or more consumer credit reports on me from time to time for any legitimate business purpose. If I ask, I will be told whether a credit report was requested, and if so, the name and address of any credit bureau from which you or your affiliate obtained my credit report. You may also verify my employment, pay, assets and debts. I agree that anyone receiving a copy of this is authorized to provide you with such information.
8. **Information Sharing:** By signing this Note, I consent that you and your family or companies may share information from and about me and my accounts with each other and with others, including information that may be used to offer banking, insurance and investment products to me, except to the extent that I instruct you otherwise in accordance with your Fair Credit Reporting Act Disclosures. More details regarding your rights to share information will be provided to me after the closing of this transaction.
9. **Other Terms:** The breakdown of my obligation appearing above is a part of this Note. If any provision of this Note is found to be invalid, the other provisions will remain in effect.
You do not intend to charge or collect any interest, charge, or fee that is more than the law allows. If you charge or collect any amount over what the law allows, you will apply the excess first to the Note and you will refund any excess if I have paid in full all amounts due under the Note. Any amount applied to principal will be treated as a partial prepayment.

SECURITY AGREEMENT

1. This is the security agreement you will use in connection with the Consumer Loan Note ("Note") above. By signing below, I also agree to the terms of this security agreement.
2. In this agreement, the words "I", "me" and "my" mean anyone who signed below. "You" and "your" refer to Chase Manhattan Bank USA, N.A.
3. **Security Interest.** To protect you if the Note is not paid, I give you a security interest in the Collateral described in the Note above. If the proceeds of this loan are used to purchase the Collateral, I agree that this is a purchase money security interest. Your security interest also covers additions, substitutions, and proceeds. However, you are not granted, and will not have, a non-purchase money security interest in household goods, to the extent such a security interest would be prohibited by applicable law. I agree to execute all documents necessary to perfect your security interest in the Collateral. I agree to deliver to you, if allowed by law, any documents of title to the Collateral with your lien noted on them. If allowed by law, I give you permission to file a financing statement covering your security interest without my signature on it.
4. **Ownership and Use of Property.** I own the Collateral and no one else has any lien or other claim on it. I will not sell it or do anything else that will create one. I promise to defend the Collateral if anyone claims an interest in it.

I promise to keep the Collateral in good repair, will not rent it out and will not use it for any illegal purpose. I will not move it from the location shown above without your written permission. You can inspect the Collateral at any time. I will notify you immediately if the Collateral is stolen, damaged or abused in any way. It is agreed that the Collateral, wherever placed, shall remain personal property and shall not become part of any freehold.

5. **Property Insurance.** I will keep the Collateral insured against loss by fire, flood, theft, comprehensive, collision, damage and other risks and hazards as appropriate and reasonable in relation to the character and value of the Collateral with an insurance company that you accept. I will transfer the policy to you and name you to receive any insurance proceeds. You can settle any claims on your own and endorse my name on any loss payment check or draft.

Unless I provide you with evidence of the insurance coverage required by my agreement with you, you may purchase insurance at my expense to protect your interest in the Collateral. This insurance may, but need not, protect my interests. The coverage that you purchase may not pay any claim that I make or any claim that is made against me in connection with the Collateral. I may later cancel any insurance purchased by you, but only after providing you with evidence that I have obtained insurance as required by our agreement. If you purchase insurance for the Collateral, I will be responsible for the costs of that insurance, including interest and any other charges you may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to my outstanding balance of obligation. The costs of the insurance may be more than the cost of insurance that I may be able to obtain on my own.

If you purchase insurance on the Collateral, the insurance policy will be placed by an affiliated insurance agency which may realize a financial benefit from the transaction.

Your rights under this agreement are all subject to applicable law and any right I may have to receive prior notice and opportunity to correct my failure to insure the Collateral. You will observe the requirements of any law limiting or restricting your rights to insure the Collateral. You will notify me within a reasonable time after you insure the Collateral of the type and cost of the insurance obtained.

I agree to repay you the cost of any insurance you obtain with interest at the rate charged on my Note, unless the law requires a lesser rate in which case I will pay the lesser rate, according to the terms of your demand, all as allowed by law.

6. **Repossession.** ALL THE PROVISIONS OF THIS SECTION ARE SUBJECT TO THE APPLICABLE NOTICE AND RIGHT TO CURE/DEFAULT PROVISIONS CONTAINED IN THE NOTE AND UNDER APPLICABLE LAW. You can repossess the Collateral if the entire balance becomes due under the terms of the Note, subject to any notice and right to cure default that I may have under applicable law. (See the "Default and Right to Cure" paragraph above.) If the entire balance becomes due, I agree to deliver the Collateral to you at a time and place that you choose. However, you or your representative has the right to take possession of the Collateral (repossess it) in a peaceful manner. In exercising your right, you can repossess the Collateral and take any items contained within it. Within 30 days after repossession, I must contact you by registered mail in order to assert any legal rights that I may have to these items. Failure to contact you in this manner will be a waiver and bar to any legal rights that I may have to these items.

If you repossess the Collateral or if I deliver the Collateral to you, you can sell it after 15 days notice to me and apply the proceeds to the balance of the loan. Before you do, and to the extent (if any) allowed by law: a) you can deduct the costs of repossession, storage, preparation for sale, sale and legal expenses; b) if you use an attorney who is not your salaried employee, you may deduct a reasonable attorney's fee; and c) if I signed the Note and the sale doesn't cover all that I owe, I will still be responsible for the difference, as allowed by law.

I may, however, get the Collateral back at any time before you have disposed of it by paying all of my obligations to you in full, including the expenses described above.

7. **Titled Collateral.** If this Collateral is to be kept in any state with a title law, I agree to apply for an appropriate Certificate of Title showing your security interest.

8. **Assignment.** You can assign your rights to the Collateral and any amounts that I owe you without my consent.

9. **Other Terms.** If any provision of this agreement is found to be invalid, the other provisions will remain in effect. You may rely on a telecopy or photocopy of this agreement as if it were an original.

A COPY OF THIS NOTE AND SECURITY AGREEMENT IS TO BE GIVEN TO ANY CO-BORROWER OR GUARANTOR OF THE INDEBTEDNESS.

As indicated by my signature below, I understand and agree to my rights and responsibilities under the terms of the Note and, if Collateral is required, under the terms of the Security Agreement appearing above. The Note and Security Agreement cannot be changed without your written permission and will be binding on my heirs and legal

representatives. I acknowledge that any Broker or other third party used to facilitate this transaction may receive compensation from you for its services.

Anyone signing as a Borrower or Co-Borrower below is liable, individually and together under the terms of this Note and Security Agreement. I have read this Note and Security Agreement and acknowledge that I have received a completed copy.

NOTICE TO THE CONSUMER: (for purposes of this notice only, "you" refers to the borrower and co-borrower) 1. Do not sign this Agreement before you read it. 2. You are entitled to a copy of this agreement. 3. You may repay the unpaid principal at any time without penalty and may be entitled to a refund of unearned charges in accordance with law.

X Gregory J. Garver 11-17-99 X
(Borrower) (Date) (Co-Borrower) (Date)

Anyone signing on the line below is obligated only under the terms of the Security Agreement as owner of the Collateral and is not personally responsible for repayment under the terms of the Note

(Signature) (Date) (Signature) (Date)

SEE ABOVE FOR SECURITY AGREEMENT

Each Borrower acknowledges the he/she is signing and initialing only one (1) original of this Note and Security Agreement, that the original Note and Security Agreement will be delivered to the initial holder, Chase Manhattan Bank USA, N.A.

X Gregory J. Garver 11-17-99 X
(Signature of Borrower) (Date) (Signature of Co-Borrower) (Date)

☐ The Notice below applies to this consumer loan if an "X" appears in the box to the left and Lender has signed at the right.
Lender _____
By: _____

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

STATE of Idaho

COUNTY of Latah

On this the 17 day of November, 1999

before me personally appeared Gregory J. Garver

known to or satisfactorily proven to me to be the person(s) named on page one (1) of this document and executed the same in my presence for the purposes herein contained.

In witness whereof I have hereunto set my hand and official seal.

Notary Public
State of Idaho

Belinda A. Williams
Notary Public
EXPIRES
October 20, 2005
MINIMUM FEE: NOTARY PUBLIC UNDERWRITERS